



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE  
REFER TO FILE: **AS-0**

November 14, 2002

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

### **FLORENCE AVENUE ENHANCEMENT PROJECT SUPERVISORIAL DISTRICTS 1 AND 2 3 VOTES**

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that these services to be provided are categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award the contract for "Florence Avenue Enhancement Project" to Woods Maintenance Services, Inc., d.b.a., Hydro Pressure Systems, and d.b.a., Graffiti Control Systems, located in North Hollywood, California. This contract will commence on January 1, 2003, for a period of one year with two 1-year options not to exceed a total contract period of three years.
4. Instruct the Chairman to sign this contract.
5. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
6. Authorize Public Works to encumber an annual amount not to exceed \$289,320, plus 10 percent for additional services within the contract's scope of work for which a need may arise during the contract term. This amount is based on the contractor's cost to perform these services.

7. Delegate authority to the Director of Public Works to renew this contract for the two 1-year options, if, in the opinion of the Director, renewal is warranted.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to provide enhanced maintenance efforts directed at the removal of graffiti, consumer generated trash and litter, gum and grease on the sidewalks, and the steam cleaning of public sidewalks within the road rights of way in the unincorporated area along East Florence Avenue in Supervisorial Districts 1 and 2. This Project is not designed to remove trash and litter which is generated by the commercial establishments in the normal course of their business.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County's Strategic Plan Goals of Fiscal Responsibility and Service Excellence. This contract will improve internal operations through the utilization of this contractor's expertise to effectively provide these services in a timely and cost-effective manner, as well as improve the quality of life in the County.

### **FISCAL IMPACT/FINANCING**

The contract is for an amount not to exceed \$289,320, plus 10 percent for additional services within the contract's scope of work for which a need may arise during the contract term. This amount is based on the contractor's cost to perform these services. This contract will commence on January 1, 2003, for a period of one year. With the Board's delegated authority, the Director may renew this contract from year to year for a total contract period not to exceed three years. In any event, this contract may be canceled or terminated at any time by the County without cause upon the giving of at least 30 days' written notice to the contractor.

Funds are available in Public Works' 2002-03 budget to cover the cost of this contract. There will be no impact on net County cost.

Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees. The Auditor-Controller has reviewed and approved these calculations.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This contract has been properly executed by the contractor and approved by County Counsel as to form.

This work is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information form in compliance with the Los Angeles County Code Chapter 2.200 (Child Support Compliance Program).

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of labor law violations, and any negative experiences with County contracts.

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from CEQA as specified in Class 1(e), (j), and (s) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

### **CONTRACTING PROCESS**

On June 26, 2002, Public Works solicited proposals from 894 independent contractors and community business organizations to accomplish these services. Also, notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On August 14, 2002, six proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements as outlined in the Request for Proposals (RFP). During this review, one proposal was determined to be nonresponsive to the requirements of the RFP and was dropped from further evaluation. The remaining five proposals met the minimum requirements and were then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria described in the RFP which included the proposed fee, references, experience,

financial resources, equipment, and staffing pattern. Based on this evaluation, Public Works is recommending that this contract be awarded to Woods Maintenance Services, Inc., d.b.a., Hydro Pressure Systems, and d.b.a., Graffiti Control Systems, located in North Hollywood, California, who, while not the low bidder, was found to be the most responsive and qualified proposer, to perform the required services.

Enclosure B reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-ordered contract terms regarding current and new employee notification of Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, and no payment for services received after contract expiration.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance has been obtained from the contractor.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees.

#### **CONCLUSION**

Please have the original and one copy of the contract signed by the Chairman. Please return the signed copy for the contractor to Public Works, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

The Honorable Board of Supervisors  
November 14, 2002  
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One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

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cc: Chief Administrative Office  
County Counsel  
Auditor-Controller (DeWitt Roberts) (w/o enc.)  
Office of Affirmative Action Compliance (Robert Valdez)

## A G R E E M E N T

THIS AGREEMENT, made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2002, BY AND BETWEEN the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," and WOODS MAINTENANCE SERVICES, INC., d.b.a., HYDRO PRESSURE SYSTEMS, and d.b.a., GRAFFITI CONTROL SYSTEMS, hereinafter referred to as "CONTRACTOR."

## W I T N E S S E T H

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 12th day of August 2002, hereby agrees to provide as-needed removal of graffiti, consumer generated trash and litter, gum, and grease on the sidewalks, and the steam cleaning of public sidewalks within the road rights of way in the Florence Avenue Enhancement Project area, to the satisfaction of the Director of Public Works, as described in the attached Specifications for "FLORENCE AVENUE ENHANCEMENT PROJECT."

SECOND: The Contract Specifications, the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto; Addenda to the Request for Proposals; and the insurance certifications, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory completion of the services, and in strict accordance with the Contract Specifications, and to the satisfaction of the Director of Public Works, to pay to the Contractor the unit rates pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal submission, an annual amount not to exceed \$289,320, or such greater sum as the Board may approve.

FOURTH: The Contractor agrees in strict accordance with the Contract Specifications and conditions to provide the graffiti, trash, and litter removal and the sidewalk cleaning services to meet the County's requirements.

FIFTH: In the event that the Contractor's Terms and Conditions which may be listed in the Contractor's proposal, conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

SIXTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has hereunto subscribed its name by and through its officers thereunto duly authorized, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

WOODS MAINTENANCE SERVICES, INC.,  
d.b.a., HYDRO PRESSURE SYSTEMS, and  
d.b.a., GRAFFITI CONTROL SYSTEMS

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary